

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF OKLAHOMA**

**PROGRESSIVE NORTHERN  
INSURANCE COMPANY  
OPPORTUNITY COMMISSION,**

**Plaintiff,**

**v.**

**SPEEDY DELIVERY, LLC,**

**Intervenor Plaintiff,**

**v.**

**JUDY ORRISON, ADONYS MEDINA,  
ADO XPRESS, LLC, RICHARD PAEZ,  
And OKLAHOMA FARM BUREAU  
MUTUAL INSURANCE COMPANY,**

**Defendants.**

**Case No. CIV-22-221-GLJ**

**ORDER**

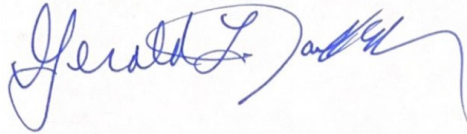
Plaintiff Progressive Northern Insurance Company filed this declaratory judgment action on August 9, 2022. Docket Nos. 1-2. On December 13, 2023, Plaintiff and Defendant Oklahoma Farm Bureau Mutual Insurance Company both signed a Stipulation Of Intention To Be Bound by Court's Ruling and of Dismissal Without Prejudice of Oklahoma Farm Bureau Mutual Insurance Company Only [Docket No. 56], pursuant to Fed. R. Civ. P. 41. *See* Fed. R. Civ. P. 41(a)(1)(A)(ii) (“[T]he plaintiff may dismiss an action without a court order by filing [*inter alia*] a stipulation of dismissal signed by all parties who have appeared.”). On December 19, 2023, Plaintiff moved for summary

judgment requesting certain judicial declarations as to Intervenor Plaintiff and all named Defendants in this case, including Oklahoma Farm Bureau Mutual Insurance Company [Docket No. 57]. Since the filing of that motion, Plaintiff and Defendant Judy Orrison signed and filed a Stipulation Of Intention To Be Bound by Court's Ruling and of Dismissal Without Prejudice of Judy Orrison Only [Docket No. 58], pursuant to Rule 41 on December 21, 2023 [Docket No. 58], then Plaintiff and Intervenor Plaintiff Speedy Delivery, LLC signed and filed a Stipulation Of Intention To Be Bound by Court's Ruling and of Dismissal Without Prejudice Speedy Delivery, LLC, Only [Docket No. 61], pursuant to Rule 41 on January 10, 2024. All three Stipulations specifically state that Plaintiff "agrees to dismiss this case as to" these named defendants "without prejudice." Docket Nos. 56, 58, 61.

Pursuant to the filing of these "Stipulation(s) Of Intention To Be Bound by Court's Ruling and of Dismissal Without Prejudice" as to Oklahoma Farm Bureau Mutual Insurance Company, Judy Orrison, and Speedy Delivery, LLC [Docket Nos. 56, 58, 61], Plaintiff's Motion for Summary Judgment and Brief in Support [Docket No. 57] is hereby DENIED as to Defendants Oklahoma Farm Bureau Mutual Insurance Company and Judy Orrison, and Intervenor Plaintiff Speedy Delivery, LLC, *ONLY*, for lack of jurisdiction. *See De Leon v. Marcos*, 659 F.3d 1276, 1283 (10th Cir. 2011) ("A stipulation of dismissal filed under Rule 41(a)(1)(A)(i) or (ii) is self-executing and immediately strips the district court of jurisdiction over the merits.") (citing *Janssen v. Harris*, 321 F.3d 998, 1000 (10th Cir. 2003) (stating that under Rule 41(a)(1)(A)(i), a "voluntary dismissal is self-executing, i.e., it is effective at the moment the notice is filed with the clerk and no judicial approval

is required”) (internal quotation marks omitted); *Smith v. Phillips*, 881 F.2d 902, 904 (10th Cir. 1989) (stating that a Rule 41(a)(1)(A)(ii) stipulation “cannot be conditioned by the court, and does not call for the exercise of any discretion on the part of the court. Once the stipulation is filed, the action on the merits is at an end.”) (footnote omitted) (citations omitted). *See also Pedroza v. Lomas Auto Mall, Inc.*, 304 F.R.D. 307, 322 (D.N.M. 2014) (“An ‘action,’ however, for rule 41(a)'s purposes, refers, not to all the claims against all defendants in the case, but to all the claims asserted against a single defendant.”).

IT IS SO ORDERED this 17th day of January, 2024.

A handwritten signature in blue ink, appearing to read "Gerald L. Jackson", is written over a horizontal line.

**GERALD L. JACKSON**  
**UNITED STATES MAGISTRATE JUDGE**